

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wall Street Systems Treasury Inc.		01/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, Inc., as agent		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3340917	TREASURA	
Registration Number:	2702182	TREASURY ANYWHERE	
Registration Number:	2484218	TREASURY MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-756-2477		
Email:	david.cummings@srz.com		
Correspondent Name:	D. Cummings c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	025983-0143		
NAME OF SUBMITTER:	David Cummings (025983-0143)		

TRADEMARK

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Signature:	/kc for dc/
Date:	03/11/2011
Total Attachments: 6 source=Trademark Security Agreement for Wall Street Systems Treasury Inc#page1.tif source=Trademark Security Agreement for Wall Street Systems Treasury Inc#page2.tif source=Trademark Security Agreement for Wall Street Systems Treasury Inc#page3.tif source=Trademark Security Agreement for Wall Street Systems Treasury Inc#page4.tif source=Trademark Security Agreement for Wall Street Systems Treasury Inc#page5.tif source=Trademark Security Agreement for Wall Street Systems Treasury Inc#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2011, among Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of November 1, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wall Street Systems Holdings, Inc., a Delaware corporation, as parent ("Parent"), each Subsidiary of Parent listed on the signature pages thereto as a "Borrower" (each a "Borrower" and collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has made certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Joinder to the General Continuing Guaranty, dated as of December 21, 2010 (the "Guaranty"), Grantors have guaranteed the obligations of the Borrowers under the Credit Agreement;

WHEREAS, pursuant to that certain Supplement No. 1 to Security Agreement, dated as of December 21, 2010, Grantors have become party to that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Grantors have granted a Lien on substantially all of their assets to the secure their obligations under the Guaranty; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any

Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. CONFLICTS. In the event of any conflict between the terms of the Security Agreement and the terms of this Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

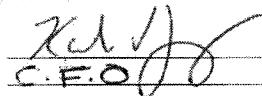
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

WALL STREET SYSTEMS TREASURY INC.,
a Delaware corporation

By:
Title:


C.F.O.

TRADEMARK SECURITY AGREEMENT

TRADEMARK
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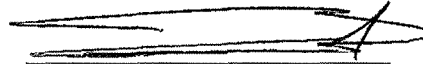
ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC., as Agent

By:

Name:

Title:


DAVID SANCHEZ
Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Reg. No.	Reg. Date	Class
TREASURA	US	3340917	11/20/2007	42
TREASURY ANYWHERE	US	2702182	04/01/2003	9, 16
TREASURY MANAGER	US	2484218	09/04/2001	9, 16
TREASURA	Canada	TMA693018	07/31/2007	9, 16, 42
TREASURY REMOTE	Canada	TMA604881	03/11/2004	9, 16
SELKIRK	Canada	TMA603121	02/24/2004	9, 16, 42
TREASURY ANYWHERE	Canada	TMA604882	03/11/2004	9, 16
TREASURY MANAGER	Canada	TMA618352	09/01/2004	9
RAPIDFIT	Canada	TMA594979	11/18/2003	37, 42
TREASURY CONNECT	Canada	TMA604883	03/11/2004	9
CONJECSUR E	Canada	TMA640013	05/17/2005	9